IN THE HIGH COURT OF JUDICATURE
AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO.59 OF 2006
IN
SUIT NO.3399 OF 1992

Kotak Mahindra Bank Limited & Ors. ...Plaintiffs
Vs.
Amirgadh Cement Limited & Ors. ...Defendants

Mr. D. Chaurasia i/b. M.K.Ambalal & Co. for Applicant

CORAM: SMT. ROSHAN DALVI, J.
DATED: 22ND JANUARY, 2007

P.C.

1. The Plaintiffs do not press prayer clause (a) as it has already been granted on condition upon the Plaintiff's undertaking given to Court.

2. Under prayer clause (b) the Plaintiffs have applied for waiver of commission claimed by the Court Receiver. The order has been passed on 24th January, 2006 under which the Court Receiver has been directed to hand over possession of movable as well as immovable properties to the private Court Receiver appointed by DRT, conditional upon the Plaintiffs undertaking on affidavit that they shall pay all the charges and expenses of the Court Receiver as may be determined by the Court Receiver.

3. The Court Receiver has to charge his fees as per Rules 591 and 592 of High Court Rules and directed under order dated 28th November, 2006. The Court Receiver has been directed to re-calculate his charges as per said Rules and make a fresh demand upon the Plaintiffs within 3 weeks from the date of the report to Court. The Court Receiver's Report shall be considered under proper proceedings. The Plaintiff cannot be allowed to have waiver of commission as that is against the Rules. Prayer clause (b) is refused.

4. The Chamber Summons is disposed of accordingly as and when the Court Receiver requires the Plaintiffs to pay his fees he shall file his report as directed on 28th November, 2006.

(SMT.ROSHAN DALVI, J.)